

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

TITLE VIII

CONCILIATION AGREEMENT

Between

The United States Department of Housing and Urban Development

And

Roberto Hernandez-Casiano

(Complainant)

And

Condominium Laguna Gardens II, et al.
(Respondent)

FHEO CASE NUMBER: 02-09-0547-8

DATE FILED: April 6, 2009

A. PARTIES AND SUBJECT PROPERTY

The Complainant, Roberto Hernandez Casiano, is a resident at Condominium Laguna Gardens II, Apartment # 1-B in Carolina, Puerto Rico. The Complainant, who is disabled and has some difficulty walking, filed a housing discrimination complaint on April 6, 2009 alleging that he was denied the use of the handicapped parking space and the removal of tiles in the main entrance ramp as a reasonable accommodation.

The Respondent, Condominium Laguna Gardens II Board of Directors is represented by its President Aixa Hernandez. The administrator of Condominium Laguna Gardens II is Maria Rodriguez.

The subject property has one hundred twenty-eight (128) apartments and is located at the Laguna Gardens apartment complex, in Carolina, Puerto Rico 00979. There are one hundred twenty-eight (128) parking spaces, two (2) waste removal spaces and a cargo parking area in the Condominium property.

B. STATEMENT OF FACTS

The Complainant filed a housing discrimination complaint on April 6, 2009. The Complainant, who is disabled, alleges that the Respondent, Condominium Laguna Gardens II et al., denied him a reasonable accommodation because they failed to assign the complainant a handicapped parking space and that the sidewalk ramp is too slippery when wet.

Respondent deny the allegations of discrimination. They state that the complainant had been using on a permanent basis the only handicapped parking space available, preventing other handicapped residents the use of the parking space. They further state that the tiles of the entrance ramp will be repaired/modified to avoid slippage in the ramp. Respondent had filed a complaint with the Department of Consumers Affairs (DACO) against the contractor who installed the ramp tiles at the Condominium's front entrance.

C. TERM OF AGREEMENT

This Conciliation Agreement (hereinafter "Agreement") shall govern the conduct of the parties to it for a period of three years from the effective date of the Agreement.

D. EFFECTIVE DATE

The parties expressly agree that this Agreement constitutes neither a binding contract under state or federal law nor a Conciliation Agreement pursuant to the Act, unless and until such time as it is approved by the U.S. Department of Housing and Urban Development, by the Regional Director (or designee) of Fair Housing and Equal Opportunity ("FHEO").

This Agreement shall become effective on the date on which it is signed by the Regional Director, Office of Fair Housing and Equal Opportunity ("FHEO"), United States Department of Housing and Urban Development.

E. GENERAL PROVISIONS

1. The parties acknowledge that this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm that they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.
2. The Respondent acknowledge that they have an affirmative duty not to discriminate under the Act, and that it is unlawful to retaliate against any person because that person has made a complaint, testified, assisted or participated in any manner in a proceeding under the Act. The Respondents further acknowledge that any subsequent retaliation or discrimination constitutes both a material breach of this Agreement, and a statutory violation of the Act.
3. This Agreement, after it has been approved by the FHEO Regional Director or his designee, is binding upon Respondent, its employees, heirs, successors or assigns and all others in active concert with it.
4. It is understood that, pursuant to Section 810(b)(4) of the Act, upon approval of this Agreement by the FHEO Regional Director or his designee, it is a public document.
5. This Agreement does not in any way limit, or restrict, the Department's authority to investigate any other complaint involving the Respondents made pursuant to the Fair Housing Act, or any other complaint within the Department's jurisdiction.
6. No amendment to, modification of, or waiver of any provision of this Agreement shall be effective unless: (a) all signatories or their successors to the Agreement agree in writing to the amendment, modification or waiver; (b) the amendment, modification or waiver is in writing; and (c) the amendment,

modification or waiver is approved and signed by the FHEO Regional Director or his designee.

7. The parties agree that the execution of this Agreement may be accomplished by separate execution of consents to this Agreement, and that the original executed signature pages attached to the body of the Agreement constitute one document.
8. The Complainant hereby forever waives, releases, and covenants not to sue the Department or the Respondent, their heirs, executors, assigns, agents, employees and attorneys with regard to any and all claims, damages and injuries of whatever nature, whether presently known or unknown, arising out of the subject matter of HUD Case Number 02-09-0547-8, or which could have been filed in any action or suit arising from said subject matter.
9. The Respondent hereby forever waives, releases, and covenants not to sue the Department or the Complainant and their successors, assigns, agents, officers, board members, employees and attorneys with regard to any and all claims, damages and injuries of whatever nature whether presently known or unknown, arising out of the subject matter of HUD Case Number 02-09-0547-8 or which could have been filed in any action or suit arising from said subject matter.

F. RELIEF FOR COMPLAINANT

1. The Respondent agrees to assign the cargo area parking space for the exclusive use of disabled residents, including the complainant.
2. The Respondent further agrees to modify/repair and/or remove the tiles at the entrance ramp to avoid residents, especially disabled residents from slipping on these tiles.

G. RELIEF IN THE PUBLIC INTEREST

1. The Respondent commits to abide by the letter and spirit of the Fair Housing Act and to conduct itself in such a manner as to further the goal of providing equal housing opportunity to all persons regardless of race, color, religion, national origin, handicap, or familial status.
2. Within thirty (30) days of the effective date of this Agreement, the Respondent shall inform all of their agents and employees responsible for compliance with this Agreement, including any officers and board members, of the terms of this Agreement and shall provide each such person with a copy of this Agreement.

H. MONITORING

The Department shall determine compliance with the terms of this Agreement. During the term of this Agreement, HUD may review compliance with this Agreement. As part of such review, HUD may inspect the Respondents' property identified in Section A of this Agreement, examine witnesses and copy pertinent records of the Respondents. The Respondent agrees to provide their full cooperation in any monitoring review undertaken by HUD to ensure compliance with this Agreement. Testing by the Department or other entity of Condominium Laguna Gardens II, et al. practices may also be used to determine compliance.

I. REPORTING AND RECORDKEEPING

Within (30) days of the effective date of this Agreement, Condominium Laguna Gardens II, et al., shall forward a report certifying compliance with the repairs and modifications under Section F of this Agreement.

All required certifications and documentation of compliance must be submitted to:

Diana Ortiz, FHEO
US Department of Housing and Urban Development
San Juan Field Office
235 Federico Costa Street-Suite 200
San Juan, PR 00918

Jay Golden, Regional II Director
Office of Fair Housing and Equal Opportunity
U. S. Department of Housing and Urban Development
26 Federal Plaza, Room 3532
New York, NY 10278

J. CONSEQUENCES OF BREACH

Whenever the Department has reasonable cause to believe that the Respondents have breached this Agreement, the matter may be referred to the Attorney General of the United States, to commence a civil action in the appropriate U. S. District Court, pursuant to Sections 810(c) and 814(b)(2) of the Act.

K. SIGNATURES

Roberto Hernandez Casiano 12 Junio 2009
Roberto Hernandez Casiano Date
Complainant
Condominium Laguna Gardens II
Apartment 1-B,
Carolina, PR 00979

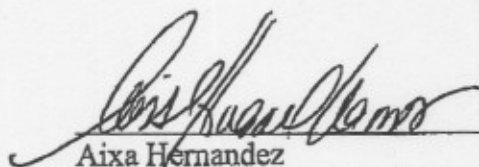
L. APPROVAL

Ernesto L. Cruz
Ernesto L. Cruz, Equal Opportunity Specialist
Office of Fair Housing and Equal Opportunity

6/12/09
Date

Jay Golden
Jay Golden, Region II Director
Office of Fair Housing and Equal Opportunity

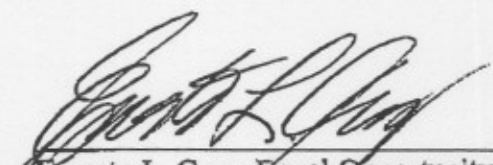
6/18/09
Date



Aixa Hernandez
President of the Board of Directors
Condominium Laguna Gardens II
Carolina, Puerto Rico 00979

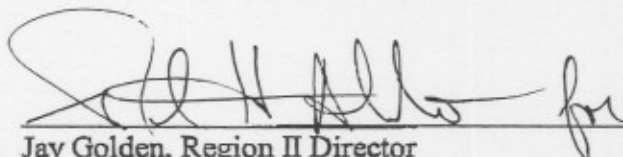
06/12/2009
Date

N. APPROVAL



Ernesto L. Cruz, Equal Opportunity Specialist
Office of Fair Housing and Equal Opportunity

6/12/2009
Date



Jay Golden, Region II Director
Office of Fair Housing and Equal Opportunity

6/18/09
Date